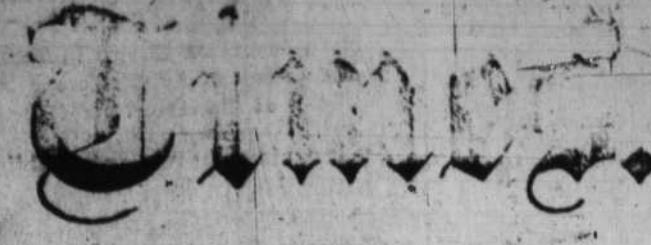


The Pocahontas



If thou wouldst read a lesson that will keep thy heart from fainting and thy soul from sleep, Go to the woods and hills.—Longfellow.

Vol. 23, No. 23.

Marlinton, Pocahontas County, West Virginia, December 29, 1904.

\$100 a Year

L. M. McCLINTIC,
Attorney-at-Law,
Marlinton, W. Va.

Will practice in the courts of
Pocahontas and adjoining counties
and in the Supreme Court of Appeals.

N. C. McNeil, G. D. McNeil,
McNEIL & McNEIL,
Attorneys-at-Law,
Marlinton, West Virginia,

Will practice in the courts of
Pocahontas and adjoining counties
and in the Court of Appeals of the
State of West Virginia.

ANDREW PRICE,
Attorney,
Marlinton, W. Va.

Practice in Pocahontas and adjoining
counties. Prompt and careful
attention given to all legal work.

H. M. LOCKRIDGE,
Attorney-at-Law,
HUNTERSVILLE, W. VA.

Prompt and careful attention
given to all legal work.

JOHN A. PRESTON, FRED WALLACE
PRESTON & WALLACE
Attorneys-at-Law,
LEWISBURG, W. VA.

H. S. RUCKER,
Attorney-at-Law and Notary
Public,
Marlinton, W. Va.

Will practice in the courts of
Pocahontas county and in the Supreme
Court of Appeals.

A. M. OLIVER,
NOTARY PUBLIC,
CARPENTER & CONTRACTOR,
Durbin, W. Va.

DR. O. J. CAMPBELL,
Dentist,
Monterey, Va.

Will visit Pocahontas county at
the time of the election. The exact date
of his visit will appear in this
paper.

H. L. VANSICKLER,
Attorney-at-Law,
LEWISBURG, W. VA.

Practices in Greenbrier and a
joining counties.

F. RAYMOND HILL,
Attorney-at-Law and Notary
Public,
ACADEMY, W. VA.

Will practice in all the courts of
Pocahontas and adjoining counties
and Supreme Court of Appeals.

Geo. R. Richardson,
Attorney-at-Law,
Marlinton, W. Va.

Prompt and careful attention
given to all business placed in
their hands.

DR. ERNEST B. HILL,
DENTIST,
Graduate University of Maryland.
Dentistry practiced in all its branches.

Office in 1st Nat. Bank Bldg. 2nd floor.

G. W. DUNCAN,
Practical Land Surveyor,
1st Nat. Bk. Bldg., Marlinton, W. Va.
All calls by phone and mail
promptly answered.

West Virginia Citizens Trust and
Guarantee Company

This company will furnish bonds
of all county, state and municipal
officers; fiduciary bonds, such as
administrators, guardians, etc.;
junction bonds; bank officials,
ments, indemnifying bonds, in
court bonds of all kinds; attach-
contractors bonds, treasurers, etc.

T. S. McNEEL.

Escar F. Curry,
Dealer in
GENERAL MERCHANDISE,
and

SURVEYOR OF LANDS,
Linnwood, West Virginia.

C. A. YEAGER,
UNDERTAKER,
Marlinton, W. Va.

A large line of Caskets, Coffins and
Undertakers supplies always on hand.
All will be given prompt service.

CHRISTMAS WEEK.

"Some say that when that season comes
Wherein our Savior's birth is celebrated
The bird of dawning singeth all night
long;
And then they say no spirit dares to
sir abroad;
The nights are wholesome: no planets
strike:
No fairy takes nor witch bath power
to charm.
So hallowed and so gracious is the
time."

—Shakespeare.

Since the days of Shakespeare
the Christmas customs have un-
fortunately changed for the worse
and the Christmas jug has become
an institution. On the C. & I. rail-
road, for instance, some fourteen
able bodied men took possession
of the smoker, being under the in-
fluence of strong drink, and the car
went into Elkins locked, and those
who could not escape by the
windows were gathered to the bo-
som of the policeman.

All over the country the dock-
ets of the police courts tell the
shameful story of overindulgence
and the toxic effect of bad liquor.

It is probably the only day ob-
served as an institution of Chris-
tianity which is thus shamefully un-
abused. We do not hear of the
Easter drunk, for instance.

The reason may be looked for
in history. Christmas in the Ro-
man Catholic Church was one of
the holiest of days, and was ob-
served by elaborate ceremonies.

For this reason the Scotch Presby-
terians and the dissenting churches of
England refused to observe the
day as a church day, but did
observe it as a holiday, and instead
of fasting and prayer would eat
and drink. To this day it is a
day for feasting. The Protestant
churches regarded it as a man
made day.

The exact date of the Savior's
birth is not known but scholars
agree that it could not be the 25th
of December as that comes at the
height of the rainy season in Ju-
dea and therefore the Shepherds
would not have been watching
their flocks by night at that sea-
son of the year.

Christmas with its lowering
skies and earthly troubles such as
dams and demands is a sorry time
with most of the grown up people.

The bright part is the pleasure
children derive from the season.

Then the substantial spirit known
as Santa Claus, a user of tobacco,
and with a bloom on his face in
desire of deep potations, comes
out of the North and down the
chimney, and leaves modern toys
for the children.

"Papa, if you hear any bells to-
night you wake me up, won't
you?"

"You certainly don't expect
Santa Claus to bring you anything
do you?"

"Of course he is."

"But Santa Claus only brings
good little girls presents."

"Well, I'm a good girl, aint I?"

"But how is such a big man as
Santa Claus going to come down
our chimney?"

"Why, he's such a big man he
will know how to do it."

"Oh, for a faith that will not
shrink!"

The writer can remember very
distinctly when he arrived at
the conclusion that it was
not possible for a gentleman
weighing some 300 pounds to
make an entrance through a six
inch stove pipe, and that some
other explanation would have to
be offered to clear up the mystery.

In old English days the hollidays
lasted twelve days closing
January 6th, which was Twelfth
Night, from which one of Shakes-
peare's plays is named.

Dr. R. L. Telford has purchased
of Maj. John W. Harris the
latter's residence property, on
Main street of Lewisburg, price
not stated. This will make a very
valuable addition to the L. F. I.
grounds, which it adjoins. Maj.
Harris has gone to Hot Springs,
Arkansas, to spend the winter,
where he will be joined by his
wife after the holidays. We
hear that he will build in Lewis-
burg and hope this may be true,
tho it is hardly probable that he
will find a suitable lot inside of
the corporate limits. We under-
stand that he will deliver posses-
sion to Dr. Telford about the first
of March.—Greenbrier Independ-
ent.

VIRGINIA STATE DEBT.

Appears in a New Form.—Recent
Decision Dangerous.

The recent decision of the Su-
preme Court of Appeals of the
United States in the case of the
State of South Dakota vs. the
State of North Carolina, has
caused the holders of the West
Virginia certificates of indebted-
ness to become active again.

In the South Dakota case, some
private individuals who held
bonds against the State of North
Carolina found it impossible to
collect them, as the payment had
been repudiated, and no suit could
be brought by a private individ-
ual against a sovereign state.

The bond holders transferred
the bonds to the State of South
Dakota and for an interest in the
recovery amounting to \$27,000,
that state sued North Carolina
and collected the whole amount.

The case was appealed to the
highest court in the United States
with the result stated.

West Virginia has outstanding
drafts drawn on her by Virginia
to the amount of fifteen million
dollars and if any interest is to be
counted the whole amount would
be at least fifty millions as of this
date.

After the war Virginia found
herself saddled with a debt of
45 millions and with one-third of
her territory gone. The debt had
been created to build internal im-
provements—canals—roads—bridges.

Those were gala days in the Leg-
islature. A member could go
down to Richmond and bring a
turnpike or a bridge back in his
pocket, but the James River Can-
al took most of it. That canal
was to reach the Ohio and make
Richmond and Norfolk like Ning-
ham and Tyre. But railroads, and
mountains and war interfered and
the Canal is now but a bad mem-
ory. The passenger on the rail-
way trains of the James River
Division of the C. & O. can look
from his window as the train hur-
ries along on the old tow path and
see the marks of that noble ditch
and the rings of locks and dams.
The money came like water and
went like wind.

After the war, Virginia was
crushed and beaten. In any
other case there would not have
been any West Virginia. She
was bankrupt. The worst war
the world ever saw had ravaged
every section within her borders.

Even in the Valley, one of the
richest countries in the world Sher-
idan had done his best to make it
so a cow could not fly over it and
find anything to eat.

West Virginia had practically
escaped and her dominant class
were in the first flush of victory
and spurned the offers of the state
of Virginia both as to proposed
reunion and as to figuring on

West Virginia's share of the in-
ternal improvement debt.

On January 30, 1867, the leg-
islature of West Virginia, "re-
pealed but most emphatically"
resolved not to even consider
the proposed reunion. And later
refused to meet the debt compen-
sation appointed by the legisla-
ture of Virginia.

The distribution of the money
which went into public improve-
ments had long been a sore sub-
ject with the people of the Western
Waters, and patriotic West Vir-
ginians claim to this day that the
money had been so expended

that the people of the Western
Waters had paid in taxes to this
fund more than they had ever re-
ceived in the way of improve-
ments. We have not the slight-
est doubt that that this would
prove to be true upon a strict
investigation.

After receiving this treatment
the Virginians lost their heads
and which forevermore prevented
the question from ever being con-
sidered by the people of West
Virginia.

They arbitrarily issued certi-
ficates or drafts on West Virginia
to the amount of \$15,000,000.
These being dishonored by West
Virginia fell into the hands of a
New York syndicate at the rate of

something like 5 cents on the
\$100. The real creditors having
thus lost their investment, it
would be intolerable for speculators,
the profits they would realize if the hasty
and misguided action of the State of
Virginia were to be ratified.

A few days ago Brown Brothers
& Co., of New York, bankers,
represented by Holmes Conrad, of
Winchester, Va., and Col. R. P.
Chew, of Charlestown, W. Va.,
met the Virginia joint debt com-
mission in Richmond to take up
the question of the West Virginia
certificates.

The proposition of the New
York Holding Committee is under-
stood to be about this: This
holding committee to deposit with
the State of Virginia its nine mil-
lions of certificate holdings with
the understanding that if the
State of Virginia will enter suit
against West Virginia with a view
to fixing that State's liability for
its share of the old debt contract
ed by the State of Virginia prior
to the partition by which West
Virginia became a separate Com-
monwealth the certificate holder
will agree to grant to the State of
Virginia immunity from any fur-
ther liability, whatever the res-
ult of the interstate suit. It is the
belief of both parties that if the
Virginia committee, acting for the
State, accept this proposition un-
der the terms alleged to have
been agreed upon the holders of
the two and a half millions of
debt certificates not yet deposited
with the holding committee will
then deposit these also with the
State. These with the two and a
half or three millions held by
the State in the sinking fund would
make up practically all of the
\$15,000,000 of Virginia bonds ap-
portioned to the State of West
Virginia in the settlement of 1873,
known as the funding bill.

The certificate holders look to
the State of Virginia for a settle-
ment, and Virginia appointed a
commission to look into the
matter.

Virginia, it is said, never under-
took to be responsible for the fif-
teen millions fixed as West Vir-
ginia's share further than to get a
settlement with West Virginia
and to account for this one-third
of the debt, subject to such settle-
ment.

We do not fear the action of
the court on this matter, though it
looks very much like a suit would
be brought. The danger would
be in the way the legislature
would undertake the defense of
such a suit.

The only way in which safety
from this shadow of debt can be
assured is for the people of this
State to raise such a howl that
any statesman in West Virginia
would be moved to do all he
could to defeat it, and would
make no concession or comprom-
ise. We have no money to
further such a scheme, and if we
ever did owe any money the old
State has cancelled every obliga-
tion by the course she has taken

Notice.

Notice is hereby given that the
following fiduciary accounts are
before the undersigned for settle-
ment, viz:

T. S. McNeil, Adm'r of N. J.
Brown, dec'd.

J. W. Oliver, Adm'r of Ad-
dison Nottingham, dec'd.

G. W. Miller, Adm'r of J. W.
Miller, dec'd.

John W. Kinnison, Ex'or of
John B. Kinnison, dec'd.

Nannie E. Beard, Guardian of
Pearl Beard.

Given under my hand this 19th
day of December, 1904.

J. H. PATTERSON,
Comm'r of Accounts.

Position Wanted.

By married man, on farm or saw
mill, will lease farm by year.

Reference furnished. Address,
SILAS BILLUPS,
Eggleton, W. Va.

Stock Collars.

Choice pups for sale. Sable
with four white marks. Registered
and fine drivers. Address,
H. H. & N. S. ARBUCKLE,

Maxwelton, W. Va.

THE CORNER OAKS.

Some Historical Reminiscences and
Moral Lessons.

Prompted by the Old Twin Oak
Corner Trees.

Sabbath afternoon, September
25th, 1904, it was a pleasant priv-
ilege to enjoy a fractional part of
a "Sabbath day's journey" from
Inframonte Cottage, with its hum-
ble seclusion, to East Marlinton,
where piety and paint were so
much in evidence at the time.

Among the objects suggestive
of reflection pertinent to that por-
tion of consecrated time referred
to were two trees at the base of
East Point, remnants of that prom-
inent contiguous shade that was
alike alluring to the aborigines
and could not play a game of
"seven up" even if his life de-
pended on it. He would feel
prouder, however, if he did not
know the name of a single card.

To tell the story of those trees
would be rehearsing an historic
narrative from 1749 to 1904, for
which there is neither time or